



PROJECT MANUAL

CITY HALL OFFICE RENOVATION

BID DUE: Thursday, 2:00 PM
September 28, 2023

ISSUING OFFICE: Office of the City Manager

CITY OF NORTHVILLE
215 W. MAIN STREET, NORTHVILLE, MICHIGAN 48167

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ADVERTISEMENT FOR BIDS
CITY HALL OFFICE RENOVATION

CITY OF NORTHVILLE
215 W. MAIN STREET
NORTHVILLE, MICHIGAN 48167

The City of Northville is requesting Bids for the renovation of a meeting space into staff offices at Northville City Hall, 215 W. Main Street, Northville, MI, 48167. Sealed proposals will be received at the project location up until **2:00 p.m. local time, Thursday, September 28, 2023** for the furnishing of all materials, labor and equipment to construct four offices as depicted on the plans. At that time the bids received will be publicly opened and read aloud.

The project includes limited demolition, framing and drywall, minor electrical and mechanical work, painting, carpeting, and related items of work.

Bids will be accepted only from Plan Holders of Record. In order to be a Plan Holder of Record, Bidding Documents must be downloaded files from BidNet: part of the Michigan Inter-governmental Trade Network (MITN) purchasing Group. Registration to MITN is available through their toll free support department at 1-800-835-4603 option #2 and the following website: <https://www.bidnetdirect.com/mitn> .

The date that the Bidding Documents are downloaded from BidNet will be considered the Bidder's date of receipt of the Bidding Documents. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than BidNet.

Bidding Documents may be examined at the Office of the City Manager, Northville City Hall, 215 W. Main Street.

Proposals may either be mailed or hand delivered to the Director of Strategic Planning and Special Projects at 215 W. Main Street, Northville, MI 48167 and are to be clearly marked: **Bid Documents: City Hall Office Renovation.**

Proposals must be accompanied by a certified check, cashier's check or bid bond payable to the City of Northville, in the amount of not less than five percent (5%) of the bid amount, which shall be forfeited to the City of Northville if the bidder to whom the Contract is awarded fails to enter into a Contract within ten (10) days after the Contract is awarded. The unsuccessful bidders' checks or bid bonds will be returned upon final award of Contract, approved and executed.

A mandatory pre-bid meeting will be held on Thursday, September 14, 2023 at 2:00 PM at the project location. Interested bidders to meet in the City Hall lobby.

The City of Northville reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of the City of Northville.

CITY OF NORTHVILLE

By: Michael Smith
City Clerk

INSTRUCTIONS TO BIDDERS

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1. GENDER EQUITY

These Contract Documents are non-gender specific. The use of his or her anywhere within these documents shall be completely interchangeable and shall mean the same. The use of his or her shall have no bearing regarding the sex of the bidders, contractors, subcontractors, suppliers, or other persons associated with this contract.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting their Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) familiarize themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate their observations with the requirements of the Contract Documents.

The bidder shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the Contract Documents, such information is provided for the convenience of the bidder and to provide the bidder information known by the City of Northville. However, the City does not represent or guarantee any specific site conditions, including subsurface conditions. The Bidder shall be solely responsible for all necessary site investigations to insure the proposal is based on conditions which exist in and adjacent to the project site.

All questions about the meaning or intent of any ambiguity, or any inconsistency, discrepancy, omission or error in the Contract Documents shall be submitted to the Engineer. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with and understand every requirement of these instructions. Failure or omission of the Bidder to do all of the foregoing shall in no way relieve the Bidder from any obligations in respect to his Bid.

3. BASIS OF PROPOSAL

The basis of proposal for this project is a lump sum bid. Unit prices are provided for the purpose of information and use for any adjustments in project scope as may be needed. The City reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the Proposal may be

approximate and are stated solely to provide a uniform base of calculation for comparison of bids and award of contract. No guarantee is made by the Owner that the actual quantities will correspond with the proposed quantities. The Contract will be paid for the actual amount of work completed and accepted by the City and at the Unit Prices stated by the Contractor in their original proposal as applicable.

4. PRECEDENCE OF CONTRACT DOCUMENTS

In the event that any variance should arise between the Standard Specifications, Special Conditions, or the Construction Drawings the order of precedence will be:

- First Authority - Special Conditions
- Second Authority - Construction Drawings
- Third Authority - Standard Specifications

5. PREPARATION OF BID

The required bidding forms, labeled **PROPOSAL AND CONTRACT**, are included in the Project Manual and Specifications as part of the Contract Documents. All bids must be made on the required forms prepared and executed fully and properly, including the Declaration of Contractor clause. A price must be given for each item in that portion of the Project being bid. The proposed prices and amounts are for furnishing all labor, materials, equipment, tools, and services required to complete the work in accordance with the Contract Documents. Proposals shall be made in duplicate on the Proposal and Contract forms provided. When applicable, each Bidder shall acknowledge receipt of all Addenda issued for the Proposal by signing the Proposal form where indicated. Failure of a Bidder to acknowledge receipt of any and all Addenda may result in the rejection of the Bid.

6. SIGNATURES:

All bids, notifications, claims and statements must be signed as follows:

- a. Corporations: Signature of official shall be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the official signing to bind the corporation.
- b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners. If bid is signed by all partners, no authorization for signature is required.

c. Individual: No authorization for signature is needed.

All names must be typed or printed below the signature. Each signature must be witnessed.

7. BID GUARANTEE

Each proposal shall be accompanied by a certified check, cashier's check or bid bond on an open, solvent Michigan bank in the amount of five percent (5%) of the base bid, payable to the City of Northville as a guarantee of good faith. If the successful bidder fails to furnish satisfactory bonds and insurance within ten (10) days after notice of award, such guarantee shall be forfeited to the City as liquidated damages. The guarantees of the three lowest bidders will be retained until the bonds and insurance of the Contractor have been approved by the City. The bid guarantees of all other bidders will be returned within ten days after the bid opening.

8. SUBMISSION

Submit proposals in a sealed envelope labeled "Sealed bid" and marked with the project name and bidder identification. Proposals must be received by the Issuing Office, not later than the time specified, at which time and place the proposals will be publicly opened and read aloud. The Proposal may either be mailed or hand delivered to the Issuing Office located at the address identified in the Advertisement for Bid. It is the sole responsibility of the Bidder to see that their proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.

9. BID OPENING

Bids will be opened in public and read aloud at the place and time set for the opening in the Advertisement for Bid. Late bids will not be considered. The contents of accepted bids will be released to all Bidders and others having a legitimate interest as determined by the City. No Bidder may withdraw a bid after the opening for a minimum period of sixty (60) days without forfeiting its Bid Guarantee.

10. COMPETENCY OF BIDDERS

Upon the request of the City, Bidders shall be prepared to furnish sufficient evidence as to their qualifications to perform the project work, such as record of past performances including references, equipment and personnel available, and such other pertinent and material facts as may be desirable. Furthermore, upon the request of the City, the Bidder shall submit financial statements.

In addition the successful Bidder will be required to obtain bonding and insurance with sureties acceptable to the City. Said bonds shall be Performance Bond and Labor and Material Bond, both in the amount of 100 percent (100%) of the Contract bid amount and a Maintenance and Guarantee in the amount of 50 percent (50%) of the Contract bid amount. Said insurances shall include workers compensation and employer liability, automobile liability, contractor's public liability and owner's protective liability which shall indemnify the City of Northville for actions of the Contractor. The bonding and insurance requirements are discussed further in the General Conditions of this Proposal package.

11. REJECTION OF BIDS

The City reserves the right to reject any or all bids and to waive any defects in bids. The reason(s) for the disqualification of a bidder and the rejection of its proposal may include, but are not limited to, the following:

- a. More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unbalanced proposals in which the prices for some items are substantially out of proportion to the price of other items.
- d. Failure to submit a unit price or lump sum for each item of work listed in the proposal.
- e. Lack of competency as revealed by financial statement or experience record.
- f. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- g. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work.
- h. Involvement in any way in which there could be a conflict of interest such as kick backs and gratuities.
- i. If the proposal is on a form other than that furnished herein, or if the form is altered or any part thereof is detached.

- j. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- k. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.

12. CONTRACT

It is agreed that this Proposal shall be a continuing offer on the part of the Contractor until it is accepted or rejected by the City, provided, however, that the Contractor executes and delivers this Proposal on condition that it may not be withdrawn within a period of sixty (60) days from the date the Proposals are publicly opened, as herein specified, or from any adjourned date for the opening thereof. It is further agreed that this Proposal may be accepted by the City by the execution hereof by its proper officers and thereafter this Proposal shall be a completed Contract between the parties.

13. NOTIFICATION OF AWARD AND CONTRACT EXECUTION

Upon acceptance by the City, the successful bidder will be notified of award in writing and shall within ten (10) days thereafter furnish the required insurance and bonds. The City within ten (10) days of receipt of acceptable bonds and insurance certificates, shall sign the Proposal and return to the successful bidder a signed duplicate which shall constitute the Contract between the City and the Contractor.

SCOPE OF WORK

The work under this this Contract shall be done in accordance with the Contract Documents and Construction Plans and shall include all work necessary to convert a meeting space into four individual offices and a kitchenette. This generally include: limited interior demolition, framing and drywall, minor electrical and mechanical work, painting and carpeting. The project also includes installation of cabinetry and minor plumbing in the kitchenette, and all cleanup, restoration and incidental work necessary to complete the project and provide a fully functional space able to be used as professional offices.

PROPOSAL AND CONTRACT

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1. OWNER AND PROJECT INFORMATION

Owner: City of Northville
215 W. Main Street
Northville, MI 48167

Issuing Office: Office of the City Manager
Wendy Wilmers Longpre
Dir. of Strategic Planning and Special Projects

Project Name: City Hall Office Renovation
1st Floor City Hall
215 W. Main Street
Northville, MI 48167

Bid Opening Date: 2:00 PM, Thursday, September 28, 2023

2. BIDDER INFORMATION

The undersigned bidder propose and agrees to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the Contract if accepted by the City.

Bidder _____

Complete Address _____

Authorized Signature _____ Date _____

Printed Name _____

Title _____

Witness's Signature _____ Date _____

3. BASIS OF BID

We the undersigned, propose to furnish all labor, materials, equipment, tools and services for the completion of the General Construction Contract (including Architectural Work), for the above-named project in accordance with Drawings and Specifications and all Addenda (if applicable), for the sum of:

\$ _____ (\$ _____)
(Use Words) (Use Figures)

and hereby agree to enter into a Contract for the work if this proposal is accepted.

The following unit prices will be used to determine the cost for work that is not inclusive or a part of the base bid or for unknown items which may be incorporated into the Contract Price by way of a Change Order. Until prices will be used to determine the amount to be added, or deducted from, the bid price for minor adjustments to the specified scope of work. Unit prices shall be provided in accordance with the materials and procedures specified (including labor, material, overhead, profit and taxes) to provide the following:

Item No.	Description	Units	Unit price
1	Carpet tile	SF	\$.00
2	LVT	SF	\$.00
3	Base cove	LF	\$.00
4	Solid wood doors, door only	EA	\$.00
5	Drop Ceiling	SF	\$.00

4. ALTERNATES

Bidder will perform the following Alternate Work at the indicated unit prices:

Item No.	Description	Unit	Est. Qty	Unit price	Bid Amount
A-1	Hollow core doors, door only	EA	5	\$.00	\$.00

5. SUBSTITUTIONS

Proposed substitutions and/or alternative manufactures shall be submitted to Project Engineer no later than seven (7) days prior to the bid opening and will only be considered if approval is received in writing by the Project Engineer.

Name of Manufacturer/Product Substitution	Date of Approval
_____	_____
_____	_____

6. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete in _____ calendar days.

7. RECEIPT OF ADDENDA

Bidder acknowledges receipt of the following addenda to the drawings and specifications:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

8. SUBCONTRACTOR AND SUPPLIER LIST

Work Item	Company
_____	_____
_____	_____
_____	_____
_____	_____

9. **DECLARATION OF CONTRACTOR**

The undersigned, as Bidder, hereby declares this bid is made in good faith, without fraud or collusion with any person bidding, and that the plans, specifications, and current condition of the project site as referenced in the **INSTRUCTION TO BIDDERS** has been examined. The Bidder confirms that they are familiar with the location of the work described and are fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that all information provided by the City regarding the site conditions have been provided as a matter of convenience to all bidders, and understands that the City makes no warranties or representations of any nature whatsoever regarding such conditions, including subsurface conditions. The Bidder acknowledges that they have not relied upon any representations from the City, its agents or employees, as to any conditions to be encountered in accomplishing the work, including subsurface conditions, and that the Bid is based solely upon the Bidder's own independent judgment.

The Bidder certifies that the Plans and Specifications have been examined, and that they have reviewed the proposed construction methods and finds them compatible with the site conditions which they anticipate based upon their investigation of this project.

The Bidder shall complete the work under any job or field condition which is present or is encountered and shall complete the work under whatever conditions exist, whether or not those site conditions were anticipated.

Signed,

BIDDER

10. **CONTRACT TIME AND LIQUIDATED DAMAGES**

Time is and shall be considered of the essence of the Contract. If the Contractor fails to complete the work on or before the completion date, liquidated damages will be assessed as follows.

Should the work under this Contract not be finished within the time specified in the original Contract or by approved time extensions for reasons outlined herein, it is agreed that there may be deducted by the City from the final certificate to the

Contractor, a sum computed at the rate of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day beginning the day following the scheduled date of completion and continuing until the date of final acceptance of the work. Said sum of Five Hundred Dollars (\$500.00) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the City for reason of such defaults.

It is understood that the above deduction of Five Hundred Dollars (\$500.00) per day, is not a penalty, but money due to be treated as liquidated damages.

11. DELAYS

Delays shall be separated into three (3) categories as follows:

Category A: Delays for which the Contractor is responsible.

The Contractor will not be eligible to request an extension of the contract completion date based on delays falling into Category A

Category B: Delays for which the Contractor is not responsible.

Delays for which the Contractor is not responsible, Category B, shall include delays caused by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the City because of any emergency or public necessity, or by reason of alterations ordered by the City. Delays falling into Category B shall in no way affect the validity of the Contract, but the time limitation of the project or Contract shall be extended by the same amount of time as such delay may cause to be lost; provided, however, that formal claim for such extension shall be made in writing by the Contractor within one week after the date upon which such alleged delay shall have occurred.

Category C: Delays caused by adverse weather conditions, such as heavy rain, extreme cold, snow, etc.

The Contractor may request an extension of an individual project or the Contract completion date for delays falling into Category C above, subject to the following conditions:

- The Contractor shall schedule the progress of the project work based on the premise that adverse weather conditions will result in the loss of one workday, excluding Saturdays and Sundays, per week.

- If, during the specified contract completion period, the Contractor is prevented from working on the project because of adverse weather conditions in excess of the average of one workday per week, the Contractor may request an extension of the contract completion date based on the difference between the actual workdays lost and the number of weeks allowed for completion of the project work

12. REQUEST FOR TIME EXTENSIONS

Requests for extension of time shall be filed by the Contractor with the Engineer. The request shall be in writing and state the reasons for the extension. In any case the request for extension of time shall be filed within one week (7 calendar days) following the occurrence of the delay for which the time extension is requested. Failure to notify the Engineer as provided herein, may constitute a waiver of claim for an extension of time. The Engineer may approve or deny the extension of time request. Approved time extensions will be granted in writing. Any contract time, as extended, shall thereafter be binding upon the Contractor and Surety as if they appeared in the Contract, originally.

13. STARTING DATE

Unless otherwise stated herein or unless otherwise agreed upon by the Contractor and City, the Contractor shall commence work within ten (10) day of receiving notification that the project Contract has been signed by the City.

The starting date for this project shall be within 10 days of notification, unless otherwise approved by the Engineer.

14. COMPLETION DATE

The completion date for this project shall be: December 29, 2023.

15. BIDDER CONTACT INFORMATION

Name: _____
(Type or Print)

Title: _____
(Type or Print)

Phone: _____ Email _____

Address: _____

16. ACCEPTANCE

This Proposal is accepted by the City of Northville and when fully executed as below shall constitute the Contract for the work.

Approved as to form:

City Attorney

Date

City Council Approval:

Date

City Manager Approval:

George Lahanas

Date

GENERAL CONDITIONS

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1. DEFINITIONS

Wherever used in the Bidding or Contract Documents, the terms below, including the term's singular and plural forms, will have the meaning indicated in the definitions below.

City - City of Northville, Northville, Michigan.

Manager - City Manager of Northville or their authorized representative.

Engineer - City Engineer of Northville or their authorized representative.

Contractor - The Bidder whose proposal is accepted by the City.

Notification - Written notice delivered in person or by mail.

Contract Documents - Contract Documents shall include the Proposal and Contract form, the Project Manual and Specifications, all Addenda and Change Orders, and all Plans and Drawings.

2. CONTRACT DOCUMENTS

The work under this Contract shall consist of the items listed in the Proposal, including all incidental items necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement for Bids, Instruction to Bidders, Proposal, General Conditions, Technical Specifications, Special Conditions, Bonds, Contract and Construction Drawings, and all attachments, addenda and exhibits to the foregoing, and all easements, permits and other documents with which the Contractor must comply in performing the work hereunder. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

The original specifications, supplementary specifications and drawings constitute the documents according to which the work is to be done. The Contractor shall keep at the site of the work an approved copy of all specifications and drawings and shall at all times give the Engineer and their agents' access thereto. If in any case there shall be a question or dispute as to the meaning of the specifications or the drawings, the Engineer shall decide the true intent of the Documents.

3. ERRORS, CONFLICTS AND OMISSIONS

The intent of the Contract Documents is to provide everything necessary for the proper execution of the work. However, no work shall be done under conditions which may be expected to result in defective work. If the Contractor wishes to question the materials prescribed or the site conditions, it shall immediately notify the Engineer. The Engineer shall review these conditions, and if deemed necessary, shall direct changes to be made in design or construction procedures before work is continued. The Contractor shall not be allowed to take advantage of any error, conflict or omission, as full instructions will be issued by the Engineer,

and the Contractor shall carry out such instructions as if originally specified. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Any work done by the Contractor after discovery of an error, omission or conflict until authorized, will be at the Contractor's risk and responsibility and without additional compensation to the Contractor.

4. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work. The Contractor shall assume the defense of and save harmless the City and its individual officers and agents from all claims relating to labor provided and materials furnished for the work; to injuries to any persons or property received or sustained by or from the Contractor, its agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, their agents or employees. The mention of any specific duty or liability of the Contractor in this or any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents.

The Contractor shall bear all losses resulting to it on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, flood, elements, or other causes.

5. INDEPENDENT CONTRACTORS

The parties agree that the Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. The Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. The Contractor acknowledges that it is not insured in any manner through the City for any bodily injury or property loss whatsoever

6. SUBCONTRACTS

The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments for work completed, without the consent of the City. Assignment or subletting any portion of this Contract shall not release the Contractor or the Contractor's bonding company from any Contract obligations. The City reserves the right to prohibit the use of any subcontractor which it may consider as being unacceptable.

The provisions of this Contract shall apply to all Subcontractors employed by the Contractor and their officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be relieved from the obligations and liabilities described or required by the project plans, specifications and proposal. The work and materials furnished by Subcontractors shall be subject to the same provisions as if furnished by the Contractor. See Section 11, Superintendents and Employees, for additional requirements.

7. ROYALTIES, PATENTS, NOTICES, AND FEES

Contractor shall give all notices and pay all royalties and fees. It shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. The Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work.

In the event any claim, suit or action at law or in equity of any kind, whatsoever, is brought against the City, involving such patents or license rights, then the City shall have the right to, and may, retain from any monies due to or to become due to the Contractor, such sufficient sum as is considered necessary to protect the City against loss, and such sum may be retained by the City until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished to the City.

8. ACCEPTANCE OF CONDITIONS

If any part of the Contractor's work depends, for proper results, upon existing work or the work of another contractor, the Contractor shall notify the City Engineer before commencing work of any defects that will affect the results. Failure to so notify the City Engineer will constitute the Contractor's acceptance of the conditions.

9. WORKING CONDITIONS

The Contractor shall at all times conduct, and cause all its agents, employees and sub-contractors to conduct all work in accordance with all applicable State and Federal laws and City ordinances and with minimum possible interference with the proper functioning of the activities of the City. Materials, tools, etc., shall be confined so as not to unduly encumber the premises. The Contractor shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his proposal all costs for meeting such working conditions.

10. MATERIALS AND QUALITY OF WORK

Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose and all work shall be performed in accordance with well-established practices. In certain instances specific articles and materials are specified in order to maintain compatibility with existing City materials. However, it is generally not the intent of these specifications to limit competition. Therefore, except in those instances where brand named materials are specifically required, a substitute of equal qualification may be supplied for articles, materials or equipment specified by name in these documents, upon the written approval of the City Engineer. The Engineer's decision will be final as to whether the materials or equipment offered are equal to those specified.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-established practices and standards recognized by architects, engineers and contractors. The Contractor shall furnish suitable tools and employ competent labor to perform the work to be done, and any labor or tools that shall not in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work site by the Engineer, and such labor or tools shall be substituted therefore by the Contractor as will meet with the approval of the Engineer.

11. SUPERINTENDENTS AND EMPLOYEES

Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. There shall be no consumption of alcoholic beverages or other illegal drugs, including marijuana in any form, by any of the Contractor's employees within the vicinity of the construction site, said vicinity to be at the discretion of the Engineer. Whenever the Engineer shall notify the Contractor that any employee on the work is, in the Engineer's opinion, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be discharged from work and shall not again be employed on the site except with the consent of the Engineer.

The Contractor shall at all times keep on the site of the work a competent Superintendent and any and all Foremen and Assistants. The Superintendent shall have authority to act for the Contractor. The Superintendent shall have the plans and specifications available on the site at all times. Any and all directions given to the Superintendent shall be binding as if given to the Contractor.

12. OTHER CONTRACTS

The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility companies or let other contracts in connection with the work and the Contractor shall properly connect and coordinate its work with the work of all other such work. The Contractor shall afford to all other parties working in the area at the City's direction, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the additional work with it.

The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only alter other work with written consent of the Engineer and the others whose work will be affected. Should the work of others interfere with that of the Contractor, the Engineer shall decide which party shall cease work for the time being or whether the work of all parties shall continue at the same time and in what manner. The duties and responsibilities under this paragraph shall also apply to all City forces, outside utility work forces and other contractors working for the City within the Project area.

If any part of the Contractor's work depends for proper execution or results upon the work of other outside forces, the Contractor shall inspect and promptly report to the Engineer any delays, defects or deficiencies in such work that render it unavailable or unsuitable for proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

13. PROTECTION AND SAFETY

Contractor shall properly protect all new and existing work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. The Contractor shall without delay make good any such damage, injury or loss, and shall defend and save the City harmless from all such damages or injuries occurring because of this work. The Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Engineer, all at no additional cost to the City. The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period from all causes whatsoever not directly due to the acts or neglect of the City. For the purposes of this section the decision of the Engineer, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

Proper safety provisions, in accordance with MIOSHA rules and regulations, shall be adhered to at all times by the Contractor for the protection of all persons and property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work being performed under this Contract. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duties shall include the prevention of accidents. This person shall be the Site Superintendent unless otherwise designated by the Contractor and approved by the City.

14. INSURANCE AND INDEMNIFICATION

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. Coverage limit may be obtained using primary and excess/umbrella following form liability coverage.

Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that City is named as additional insured. It is understood and agreed by naming City as additional insured, coverage afforded is considered primary and any other insurance the City may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal, shall be sent to the City.

Proof of Insurance Coverage: The Contractor shall provide the City at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

Expiration. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The City at least ten (10) days prior to the expiration date.

Contractor shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, and employees from any and all claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts or omissions or the discharge, release or escape of contaminants or hazardous substances by Contractor or by anyone acting on their behalf under or in any matter connected with this agreement. Contractor's obligations to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

15. LIMITATION OF LIABILITY

Except for indemnification pursuant to Section 14, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

16. BONDS

Contractor shall furnish in acceptable form, surety bonds in the amount of 100% of the contract sum as security for the faithful performance of this Contract (Performance Bond) and for the payment of all persons performing labor and furnishing materials in connection with this Contract (Labor and Material Bond). The Contractor shall also furnish in acceptable form, a surety bond in the amount of 50% of the contract sum as security for the faithful correction of all defective work for a period of one year after final acceptance of this Contract (Maintenance and Guarantee Bond). The cost of the aforesaid bonds shall be paid by the Contractor.

17. PERMITS

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, inspections and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Contractor's Bid. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

18. CHANGES AND CHANGE ORDERS

The City shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the Contract Documents, provided that if change, additions or deductions are made, the general character of the work as a whole is not changed. Contractor shall make changes in the work only as authorized in writing by the City Engineer. This does not preclude the Engineer from authorizing minor changes to the work without written notification, nor does it preclude the Engineer's authority to increase or decrease established contract quantities at contracted unit prices without written notification.

Adjustments in the Contract price, if any because of any change, addition or deduction in the work shall be negotiated between the City and the Contractor and shall be addressed at the time of ordering the change, addition or deduction. No increases in contract cost shall be allowed under any circumstances unless approved in writing by the City prior to execution of said work. Execution of the work by the Contractor or Subcontractor without written approval of additional cost constitutes an agreement by the Contractor that the work is included within existing pay items and that no additional compensation is required. Failure of the Contractor or Subcontractor to submit unit prices for additional work, in a timely manner, shall not constitute grounds for a time extension.

Where the written order diminishes the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with. It is understood and agreed that in case any deviation from the original contracted work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor. The Contract Sum may be increased and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.

19. INSPECTION

Contractor shall at all times permit and facilitate inspection of the work by the City Engineer. The Engineer may appoint on the job inspectors to monitor the progress of the work. The Inspector may call to the attention of the Contractor any failure to follow the Plans and Specifications that may be observed. The Inspector shall have the authority to reject materials or to suspend the work until questions on the performance of the work can be referred to and decided by the Engineer. The Inspector shall not direct the Contractor's work or employees, nor supervise the Contractor's operation. The Inspector, upon solicitation from the Contractor, may offer suggestions to the Contractor regarding construction. However, in no instance shall any action or omission on the part of the Inspector release the Contractor of the responsibility of completing the work in accordance with the Plans and Specifications.

20. TERMINATION FOR BREACH

The City may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the City Engineer. In the event of such termination, the City may complete the contracted work and the Contractor will be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

21. CITY'S RIGHT TO COMPLETE

It is understood and agreed that at any time the Contractor shall abandon the work or become habitually negligent of its obligations under this Contract or fail to prosecute the work with reasonable regularity so that the final completion date is not delayed, or if the provisions of this Contract are willfully and repeatedly violated, or with due notice permanent or temporary repairs are not made, the City may notify the Contractor in writing to discontinue all or any part of the work under this Contract and the City shall have the right to complete the work in part or whole, or make permanent or temporary repairs by Contract or otherwise as it may elect and take possession of any and all materials, tools and equipment found on the job and may reimburse itself for the actual cost and expense of such work by deducting said actual cost from funds due the Contractor.

22. PAYMENT

The City shall pay the Contractor the prices bid in the proposal, less deductions for uncompleted work, based upon measurements made by the Engineer or as otherwise stipulated herein. The quantity measurements shall be final and conclusive. Unless otherwise specified, no allowance will be made for materials furnished which are not incorporated in the finished work.

On a monthly basis, the Contractor shall submit a written itemized payment request for work completed during the previous month. When requested by the City, the Contractor shall submit receipts or other vouchers showing payments made to its materials and labor suppliers, including payments to Subcontractors, for those monthly periods for which project work has been paid by the City. Payments based on progress estimates will be made on or about the fifteenth (15th) of each month.

To assure proper performance by the Contractor and to assure payment to subcontractors and material suppliers, the City will retain ten (10%) percent of the dollar value of the work completed until the Contract is fifty percent (50%) complete. After the Contract is 50% complete, additional retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress or for other specific cause related to the Contractor's performance under the Contract. At the time of Final Payment, all retainage shall be released to the Contractor. No partial payment shall be considered as acceptance of all or part of the work completed.

In addition the City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage of any other contractor.

When these grounds are removed, payment shall be made for amounts withheld because of them.

23. GUARANTEE

The Contractor shall furnish the City with a Maintenance and Guarantee Bond to correct any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City. This does not preclude the contractor from meeting all additional warranties or guarantees required under the technical specifications that exceed the one year maintenance and guarantee period.

24. FINAL INSPECTION, ACCEPTANCE AND PAYMENT

The Contractor shall give written notice when work is complete and ready for final inspection and furnish: (1) the required guarantee; (2) satisfactory evidence that all payrolls, material bills and all other indebtedness connected with the work have

been paid or secured; and (3) application for final payment. The City Engineer will promptly make a final inspection and when it is determined the work is acceptable and all conditions of the Contract Documents have been satisfied, the Engineer will issue a final Certificate for Payment, the date of which shall be the date of final acceptance.

25. NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the work by the City, nor any order, measurements, or certificate by the Engineer, nor any other order by the City for payment of money, nor any payment for the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, shall operate as a waiver for any portion of the Contract or any power therein reserved by the City, or any right to damages therein provided.

26. CRIMINAL BACKGROUND INVESTIGATION REQUIREMENT

The City of Northville requires satisfactory completion of a criminal background investigation for all persons having access to City facilities under this Contract. The Contractor will be required to keep a list of all employees and employees of Subcontractors who are proposed to be working under this Contract and to provide said list to the City within 10 days if requested. This list shall include the full name, date of birth, and driver's license number of each employee, and any aliases of each employee including maiden names.

The Contractor shall investigate the listed employees proposed to work under this Contract using the Michigan Internet Criminal History Access Tool (IChAT), the central registry for child abuse and neglect, the Michigan Sexual Offenders Registry, the Michigan Department of Corrections website, as well as a review of driving records and provide that information to the City upon request.

The City of Northville reserves the right to limit areas of access for individual employees, to prohibit certain employees' work in City facilities under this Contract, or to otherwise limit or restrict any employee's access to any City facility or portion of City facility, based on the information provided, as the City deems to be in its best interest.

27. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the applicant's race, color, religion, national origin or ancestry. This covenant is of the essence and breach of this covenant shall constitute a material breach of this Contract.

28. SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the Contractor's employees and the Engineer necessary to comply with the requirements and regulations of the Federal, State and local health authorities, and shall take the precautions necessary to avoid creating unsanitary conditions. Temporary sanitary facilities shall be removed from the project by the Contractor before the acceptance of the work. The construction, maintenance and removal of all temporary sanitary facilities shall be by the Contractor at the Contractor's expense.

29. ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated and stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this Contract. Neither the City, its Engineers, nor its agents, are to be held responsible should any of the said estimated quantities be found to be at variance with what was actually performed during the construction of the work. The Contractor shall make no claim for anticipated profit, nor for loss of profit, or for any additional compensation of any type, or for reimbursement of any cost or expense of any type, because of the difference between the quantities of various classes of work actually done or materials actually delivered, and the estimated quantities as set forth in the Contract.

TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

The Technical Specifications, Special Provisions and Contract Drawings have been prepared by M Architects. The remainder of the front end documents have been prepared by the City of Northville.

TECHNICAL SPECIFICATIONS

- See Contract Drawings

SPECIAL PROVISIONS

- See Contract Drawings

CONTRACT DRAWINGS

	PAGE
• Title Sheet	C 1.0
• Life Safety and Code Analysis	A 001
• Demolition Floor Plan	AD 101
• Demolition Ceiling Plan	AD 102
• Proposed Floor Plan	A 101
• Proposed Ceiling Plan	A 201
• Millwork Sections, Enlarged Plan, and Elevations	A 401
• Proposed Finish Plan	A 801
• Electrical Notes	E 101
• Plumbing, Mechanical, and Power/Lighting Plans	PME 101

APPENDIXES

APPENDIX A – BONDS AND INSURANCES

1. Performance Bond
2. Labor and Material Bond
3. Maintenance and Guarantee Bond

APPENDIX B – PROOF OF INSURANCE